



# OFFICIAL GAZETTE

## GOVERNMENT OF GOA

### GOVERNMENT OF GOA

#### Department of Personnel

##### Order

No. 6/3/85-PER (Vol. IV)

Shri Devendra Shirodkar, Grade II Officer of Goa Civil Service now functioning as Assistant Director (Administration), State Directorate of Craftsmen Training, Office of the Labour Commissioner is hereby appointed with immediate effect as Observer for the Sanjivani Sahakari Sakhar Karkhana Ltd. in addition to his own duties as Asstt. Director (Administration), State Directorate of Craftsmen Training.

2. Shri Shirodkar will have to attend to the following:—

- i) To observe the running of the Factory including the arrival of the cane, the utilisation of crushing capacity, reasons for shortfall, if any, and remedial steps initiated, etc.
- ii) To observe how the affairs of the Factory are being administered in regard to the exercise of financial and administrative powers.
- iii) To submit independent reports on item (i) and (ii) above on by-weekly basis to the Government.

3. Shri D. Shirodkar will have to make his own arrangements for attending to his duties and if required he will have to stay at the Factory site to the extent possible during the crushing season.

By order and in the name of the Governor of Goa.

Smt. Prabha Chandran, Under Secretary, (Personnel).

Panaji, 23rd February, 1988.

##### Order

No. 5/69/85-PER

The Government is pleased to order with immediate effect transfers and postings of the following Grade II Officers of Goa Civil Service as indicated below:—

Sr. No.	Name of the Officer and present posting	Posted on transfer
1	2	3
1.	Shri B. S. Panwar, Additional Dy. Collector Collectorate, North Goa District, Panaji.	Dy. Registrar, Govt. Polytechnic, Panaji, vice Shri Ivo Fernandes transferred.
2.	Shri Ivo Fernandes, Dy. Registrar, Govt. Polytechnic, Panaji.	Administrator of Salcete Comunidades, Margao (on deputation).

The deployment of Shri Ivo Fernandes is on deputation basis for a period of one year and it shall be regulated as per standard terms of deputation as contained in Appendix

31 of volume II Part II of Chaudri's Compilation of Civil Service Regulation.

By order and in the name of the Governor of Goa.

Smt. Prabha Chandran, Under Secretary (Personnel).

Panaji, 23rd February, 1988.

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#### Home (General) Department

##### Order

No. 13/3/84/HD(G)

In exercise of the powers conferred by sub-section (3) of section 3 of the National Security Act, 1980 (Central Act 65 of 1980), the Government of Goa, being satisfied having regard to the circumstances likely to prevail in any area within the local limits of the jurisdiction of the District Magistrate, North Goa District, Panaji and District Magistrate, South Goa District, Margao, that it is necessary so to do hereby directs that the said District Magistrates may also if satisfied as provided in sub-section (2) of section 3 of the said Act, exercise the powers conferred by the said sub-section within the local limits of their jurisdiction for a period of three months from the date of issue of this order.

By order and in the name of the Governor of Goa.

A. T. Kamat, Under Secretary (Home).

Panaji, 25th February, 1988.

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#### Agriculture Department

##### Order

No. 2/18/85-AGR

The Government is pleased to promote on officiating basis the following Asst. Agricultural Officers grade II under the Directorate of Agriculture Panaji against the gazetted group 'B' posts of A.A.O. grade-I in the pay scale of Rs. 2000-60-2300-EB-75-3200-100-3500 and post them against the posts shown against their names from the date they take over the charge.

Sr. No.	Name	Postings
1	2	3
1.	Shri P. G. Mahajan	Agricultural Information Officer Farmers Training Centre at Ela Old Goa.
2.	Shri S. P. Patil	Zonal Agricultural Officer, Tiswadi, Ela Old Goa.

By order and in the name of the Governor of Goa.

A. P. Panvelkar, Under Secretary (Agriculture).

Panaji, 17th February, 1988.

## Fisheries Department

## Order

No. 2-7-78-FSH

On the recommendation of the Departmental Promotion Committee, the Government is pleased to confirm Shri Santosh Verenkar to the post of Refrigeration Engineer in the Directorate of Fisheries, Panaji in the pay scale of Rs. 2000-3500 with immediate effect.

By order and in the name of the Governor of Goa.

A. P. Panvelkar, Under Secretary (Fisheries).

Panaji, 17th February, 1988.

## Department of Cooperation

## Office of the Registrar of Co-operative Societies

No. 14/27/85/ARCZ/Credit

Read:—This office Notice of even number dated 4-1-1988 issued to all the members of the Managing Committee of the Government Press Employees Coop. Credit Society Ltd., Panaji-Goa under section 78(1) of the Maharashtra Coop. Societies Act, 1960 as applied to the State of Goa read with Rule 61 (2) of the Coop. Societies Rules, 1962.

The Government Press Employees Coop. Credit Society Ltd., was registered on 13-8-84. The main objectives of the society as contained in its bye-laws inter-alia are to assist its members to tide over their financial difficulties by making available to them loans on reasonable terms and conditions. The working of the society as well as its Managing Committee was found to be satisfactory till the year 1986-87, it is found that dissensions have taken place amongst the members of the Managing Committee elected in the Annual General Body Meeting held on 1-12-86 and which is holding office till date.

2. Some of the members by their representation dated 30-11-87 have also represented that the Managing Committee of the society in its meeting held on 30-11-1987 has reconstituted the office bearers of the Managing Committee and that the office bearers of the reconstituted committee are as follows:—

- (i) Shri Ranganath Nagvenkar, Chairman.
- (ii) Shri Suresh Phadte, Vice-Chairman.
- (iii) Shri Jagannath Goltekar, Secretary.
- (iv) Shri Narendra Borkar, Asst. Secretary.

3. It is found that the Managing Committee of the society had divided itself into two factions and both these factions do not recognise each other as members of the Managing Committee resulting in the affairs of the society and its business coming to a standstill. Moreover, both these factions have called separate Special General Meetings for the purpose of electing a new Managing Committee. It is therefore, evident that the Managing Committee consisting of the aforesaid members is not working in the interest of the society and its share-holders but rather is interested in creating disharmony and division amongst the members which is detrimental to the interest of the institution and therefore highly objectionable. All efforts made by this office to bring about a compromise between the two factions have, however, proved futile. On the contrary the differences amongst the members of the Managing Committee have widened and there is no sign of these two groups in the Managing Committee resolving their differences and arriving at a compromise in the near future.

4. As per bye-law No. 35 of the bye-laws of the society, the Managing Committee is responsible for carrying on the business of the society for which purpose it is required to meet not less than once a month. It is, however, seen that the efforts made for convening a joint meeting of both the groups for bringing about a compromise have not met with success. It is, therefore, evident that the Managing Committee has failed to carry on the business of the society and the responsibility entrusted to it as per the bye-laws.

5. Accordingly, the members of the Managing Committee of the aforesaid society by this office notice dated 4-1-1988 cited above were called upon in terms of Sub-Rule (2) of Rule 61 of the Coop. Societies Rules 1962 read with Section 78 of the Maharashtra Coop. Societies Act as applied to State of Goa to show cause in writing, within the time stipulated therein as to why the Managing Committee of the said society should not be removed and that an Administrator be appointed to manage the affairs of the said society in its place for reasons mentioned therein.

6. None of the members of the Managing Committee has furnished any clarification or objection to the proposed action of removal of elected Managing Committee and appointment of Administrator in terms of the provision of Section 78 read with Rule 61 of the said Rules. The period within which the members of the Managing Committee were required to furnish/submit their clarification or objection has however since expired. It is, therefore, evident that none of the members of the existing Managing Committee of said society has any objection to their removal and appointment of an Administrator in its place to manage the affairs of the said society.

I am, therefore, satisfied that the members of Managing Committee are not interested in managing the affairs in a harmonious manner and that it will be detrimental if the present Managing Committee is allowed to function in the manner and that it will be detrimental if the present Managing Committee is allowed to function in the manner as mentioned above.

In view of the above and taking into consideration that the affairs of the said society have come to standstill. I am satisfied that the situation warrants the appointment of an Administrator. Therefore, I pass the following order.

## Order

In exercise of the powers vested in me under Sub-Section (1) of Section 78 of the Maharashtra Coop. Societies Act, 1960, as applied to the State of Goa read with Sub-Rule 1 of Rules 61 of the Coop. Societies Rules, 1962 I, R. I. Jai Prakash, Registrar of Coop. Societies, Goa hereby removes the Managing Committee of the Government Press Employees Coop. Credit Society Ltd., Panaji-Goa consisted of the following members:

- (i) Shri Diogo Vaz, Chairman,
- (ii) Shri Janardan Amonkar, Vice-Chairman,
- (iii) Shri Narendra Borkar,
- (iv) Shri Cristiano U. C. de Souza,
- (v) Shri Accacio Salema,
- (vi) Shri G. R. Goltekar,
- (vii) Shri R. A. Nagvenkar,
- (viii) Shri Suresh Phadte,
- (ix) Shri Agnelo Goes.

Further, in exercise of the powers vested in me under Sub-Clause (ii) of Clause (a) of Sub-Section (1) of Section 78 read with Clause (b) of Sub-Rule (1) of Rule 61 of the aforesaid Rules hereby appoint Shri C. D. Phaldessai, Sr. Auditor as the Administrator of the Government Press Employees Coop. Credit Society Ltd., Panaji-Goa to manage the affairs of the said society in place of the Managing Committee so removed with immediate effect.

R. I. Jai Prakash, Registrar of Coop. Societies.

Panaji, 27th January, 1988.

## Notification

No. 60/146/87/TS

In exercise of the powers vested in me under section 9(1) of the Maharashtra Coop. Societies Act, 1960 as applied to the State of Goa, Chicolna Coop. Housing Society Ltd., Chicolna, Vasco-da-Gama is registered under code symbol No. HSG(a)/215/Goa.

R. I. Jai Prakash, Registrar of Coop. Societies.

Panaji, 18th January, 1988.

## Certificate of Registration

Chicoina Coop. Housing Society Ltd., Chicoina Vasco-da-Gama is registered on 18-1-1988 and it bears registration No. HSG(a)-215/Goa and it is classified as "Housing Society" under Sub-Classification No. "5(a)-Tenant Ownership Housing Society" in terms of Rule 9 of the Coop. Societies Rules, 1962 for the State of Goa.

R. I. Jai Prakash, Registrar of Coop. Societies.

Panaji, 18th January, 1988.

## Notification

No. 60/150/87/TS

In exercise of the powers vested in me under Section 9(1) of the Maharashtra Coop. Societies Act, 1960 as applied to the State of Goa, Naval Officers Coop. Housing Society Ltd., Chicalim-Vasco-da-Gama is registered under Code Symbol No. HSG(a)-216/Goa.

R. I. Jai Prakash, Registrar of Coop. Societies.

Panaji, 19th January, 1988.

## Certificate of Registration

Naval Officers Coop. Housing Society Ltd., Chicalim, Vasco-da-Gama is registered on 19-1-1988 and it bears registration No. HSG(a)-216/Goa and it is classified as "Housing Society" under Sub-Classification No. "5(a)-Tenant Ownership Housing Society" in terms of Rule 9 of the Coop. Societies Rules, 1962 for the State of Goa.

R. I. Jai Prakash, Registrar of Coop. Societies.

Panaji, 19th January, 1988.

## Office of the Asstt. Registrar of Coop. Societies

## Order

No. 30-17-83/AR (Dairy)/CZ

Read:- This office interim order No. 30-17-83/AR (Dairy)/CZ dated 11-6-87, whereunder the society was called upon to submit its explanation, if any, as to why the society should not be wound up.

In virtue of the powers vested in me, under section 102(1) of the Maharashtra Coop. Societies Act, 1960, as applied to the State of Goa, read with Rule 84 of the Coop. Societies Rules, 1962, the Lokseva Sah. Dudi Vyavasayik Sanstha Ltd., Borim-Ponda was called upon to submit its explanation, if any, as to why the society be not taken into liquidation within one month from the date of issue of interim order cited order. However, no reply has been received from the society and I am satisfied that there is no objection to the society being taken into liquidation. Hence, I, M. A. Desai, Asstt. Registrar, Coop. Societies (Dairy), Ponda hereby confirm the aforesaid order in terms of section 102(2) of the aforesaid Act as applied to the State of Goa.

Further, under section 103(1) of the Maharashtra Coop. Societies Act, 1960, as applied to the State of Goa, read with Rule 86(1) of the Coop. Societies Rules, 1962, I appoint Shri Vikas Mardolkar, Coop. Officer, Coop. Societies, Dairy, Ponda as liquidator of the Lokseva Sah. Dudi Vya. Sanstha Ltd., Borim-Ponda-Goa.

M. A. Desai, Asstt. Registrar, Coop. Societies, Dairy, Ponda.  
Ponda, 12th January, 1988.

## Civil Supplies Department

## Notification

No. 6-2-86-CSD

In exercise of the powers conferred by sub-section (1) of section 5 of the Standards of Weights and Measures (Enforcement) Act, 1985 (Central Act 54 of 1985), and in supersession of all previous Notifications in that regard, the Government of Goa hereby appoints the Director of

Civil Supplies and Price Control as the Controller of Legal Metrology for the State of Goa for the purposes of the said Act.

By order and in the name of the Governor of Goa.

Suresh Bhonsle, Under Secretary to the Government Civil Supplies Department.

Panaji, 18th February, 1988.

## Notification

No. 6-2-86-CSD

In exercise of the powers conferred by sub-section (2) of section 5 of the Standards of Weights and Measures (Enforcement) Act, 1985 (Central Act 54 of 1985), the Government of Goa hereby authorizes the Additional Controller of Legal Metrology to exercise all the powers of the Controller of Legal Metrology under the said Act except the powers conferred by sub-section (3) of section 5 of the said Act.

By order and in the name of the Governor of Goa.

Suresh Bhonsle, Under Secretary to the Government Civil Supplies Department.

Panaji, 18th February, 1988.

## Notification

No. 6-2-86-CSD

In exercise of the powers conferred by sub-section (1) of section 5 of the Standards of Weights and Measures (Enforcement) Act, 1985 (Central Act 54 of 1985), and in supersession of all previous Orders in that regard, the Government of Goa hereby appoints Shri D. A. Gaonkar as the Additional Controller of Legal Metrology for the purposes of the said Act.

By order and in the name of the Governor of Goa.

Suresh Bhonsle, Under Secretary to the Government Civil Supplies Department.

Panaji, 18th February, 1988.

## Revenue Department

## Notification

No. 22/184/84-RD

Whereas by Government Notification No. 22/184/84-RD dated 12-12-86 published on page 575-582 of Series II, No. 50 of the Official Gazette, dated 12-3-87 and in two newspapers (1) Rashtramat dated 27-12-86 (2) Navhind Times dated 18-1-87 it was notified under section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land, specified in the Schedule appended to the said Notification was likely to be needed for the public purpose viz. Land Acquisition for construction of Cumbiabhat to Nagali road in V. P. Ambelim.

And Whereas, the appropriate Government (hereinafter referred to as "the Government"), after considering the report made under sub-section (2) of section 5A of the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to as "the said land").

Now, Therefore, the Government hereby declares, under section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also appoints, under clause (c) of section 3 of the said Act, the Dy. Collector & S.D.O. Mormugao, Vasco-da-Gama to perform the functions of a Collector South Goa District, Margao for all proceedings hereinafter to be taken in respect of the said land, and directs him under section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the said Dy. Collector & S.D.O. Mormugao, Vasco-da-Gama till the award is made under section 11.

## SCHEDULE

## (Description of the said land)

Taluka: Salcete

Village: Velim

Sub. Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3

271/7 part	Rosario Simoes.	25.00
271/15 "	Felicia Fernandes.	10.00
272/6 "	Sebastiao Joao Mascarenhas.	20.00
275/1 "	Joaquina Marian D'Silva & Jacinta Paes.	60.00
274/14 "	Donaldin Pires.	20.00
276/5 "	Ralph Colaco, Francisco Colaco, Nira Colaco, Nilu Colaco.	1200.00
276/4 "	Leccadin Colaco.	1140.00
276/3 "	Ralph Colaco, Francisco Colaco, Nira Colaco & Nila Colaco.	575.00
276/2 "	Leoodra Colaco.	200.00
276/1 "	Ralph Colaco, Francisco Colaco, Nila Colaco, Nira Colaco.	165.00
279/11 "	Joao Dias.	25.00
279/10 "	Baptista Fernandes.	10.00
279/9 "	Joao Dias.	28.00
279/8 "	Joao Dias.	12.00
279/7 "	Joao Dias.	10.00
279/6 "	Church property.	4.00
279/5 "	Piedade Fernandes.	5.00
279/4 "	Santana Fernandes.	5.00
	Piedade Fernandes.	
	Constancio Fernandes.	
	Joaquim Fernandes & Pedrina Fernandes.	
279/2 "	Bernadita Fernandes.	30.00
279/1 "	Joanita Fernandes.	15.00
366/7 "	Government.	30.00

Taluka: Salcete

Village: Ambelim

86/3 part	Joao Fernandes.	195.00
86/1 "	Antonio Amario Viegas.	75.00
86/2 "	Cruz Fernandes.	210.00
71/3 "	Magdalina Cardozo.	75.00
71/4 "	Antonio Piedade Borges.	20.00
	Paxao Borges.	
	Joaquim Borges & Presenca Borges.	
71/6 "	Jose Floriano Fernandes.	20.00
71/7 "	Manuelina Fernandes.	18.00
71/8 "	Baptista Santonio Borges, Elphie Rodrigues & Gimy Rodrigues.	30.00
71/9 "	Edvordo Cardozo & Paulo B. Cardozo.	50.00
71/10 "	Maria Santana Fernandes, Sebastiao Goes.	20.00
/72 "	Teudero D'Costa & Eugenio D'Costa.	525.00
71/11 "	Eulavio Felix Fernandes.	52.00
43/1 "	Jose Augustino de Cruz.	136.00
43/2 "	Lurdina Martins.	130.00
75/1 "	Jose Agostinho de Cruz.	175.00
75/2 "	Lurdina Martins.	5.00
75/3 part	Lodovico Dourado.	100.00
75/4 "	Bernando Martins.	230.00
43/3 "	Antonio Luiza Dourado, Rico Dourado & Rui Dourado.	175.00
43/4 "	Barnando Martins.	85.00

Taluka: Salcete

Village: Cuncolim

551/37 part	Court receiver.	260.00
551/44 "	Vithoba Baul Shet Dessai.	25.00
551/50 "	1) Jose Francisco Coutinho.	65.00
	2) Martinho Coutinho.	
	3) Saude Coutinho.	
569/11 "	Fermino Vaz.	180.00
569/37 "	Ratnakar Shanu Shet Dessai, Vithoba Bagat Shet Dessai & Rama Sadashive Dessai.	15.00
569/44 "	Martinho Coutinho.	
	Jose Fermino Coutinho & Saude Coutinho.	

	1	2	3
569/49 "	Ratnakar Shanu Shet Dessai.	10.00	
	Vithoba Bagat Shet Dessai.		
	& Rama Sadashiv Shet Dessai.		
569/50 "	Molu Nagu Naik Dessai.	5.00	
	Ganga Krishna Dessai.		
569/50 "	Martinho Coutinho.	10.00	
	Jose Francisco Coutinho.		
	& Saude Coutinho.		
569/90 "	Delfina Fernandes.	10.00	
570/25 "	Eslinda Fernandes.	15.00	
570/27 "	Carlita Fernandes.	15.00	
570/32 "	Antonio Vaz.	110.00	
	Nazareth Vaz.		
	Macario Vaz.		
570/31 "	Jolly Gama Coutinho.	25.00	
	Saude Coutinho.	25.00	
	Jose Francisco Coutinho & Mariano Coutinho.		
570/36 "	Molu Nagu Naik Dessai.	35.00	
	Narayan Guno Naik Dessai.		
570/35 "	Xavier Fernandes.	90.00	
570/33 "	Xavier Fernandes.	80.00	
	Lodovina Vaz.		
	Domaciana Vaz & Valentina Vaz.		
	Joao Jose Tarcado.	80.00	
	Magno Noronha.	20.00	
	Magno Noronha.	30.00	
	Magno Noronha.	70.00	
	Magno Noronha.	80.00	
	Magno Noronha.	30.00	
	Magno Noronha.	35.00	
	Mahablu Purse Dessai.	25.00	
	Kashinath Sada Dessai.	20.00	
	Braxinho Fernandes.	180.00	
	Romca Fernandes.		
	Amaral Fernandes.		
	Macario Vaz.	30.00	
	Nazareth Vaz & Antoneta Vaz.		
	Pato Sada Dessai Vishnu Shambu Naik Dessai & Krishna Sada Dessai.		
	Antu Purso Dessai.	35.00	
	Damodar Temple.	35.00	
	Damodar Temple.	30.00	
	Damodar Temple.	40.00	
	Damodar Temple.	35.00	
	Vishnu Shamba Naik Dessai.	2.00	
	Mahabalu Purso Dessai.		
	Court receiver.	10.00	
	Jolly Gama.	70.00	
	Domaciano Vaz.	50.00	
	Molu Nagu Naik Dessai.	15.00	
	William Torcado Auro Torcado.	110.00	
	Cleo Torcado.		
	Antoneta Torcado, Patrociano Torcado.	120.00	
	Eugenio Martins & Cazario Martins.	185.00	
	Joao Fernandes.	100.00	
	Rosario Fernandes.	8.00	
	Comunidade of Ambelim.	40.00	
	Jasmina Fernandes.	475.00	
	Taluka: Salcete		
	Village: Ambelim		
73/1 part	Filomena Fernandes.	100.00	
73/2 "	Antonio Remizio Fernandes.	35.00	
73/11 "	Maria Joseph Fernandes.	40.00	
74/1 "	Raimimdina Colaco, Basilia Colaco, Floria Colaco Barrol.	50.00	
	Taluka: Salcete		
	Village: Cuncolim		
499/1 part	Court Receiver.	20.00	
499/2 "	Court Receiver.	115.00	
500/1 "	Eugenio Martins.	2500.00	
500/2 "	Eugenio Martins Lazaro Martins & Marina Henriques.	1500.00	
	Lazao Martins.	2560.00	
	Xavier Fernandes.	37.00	
	Marcelin Vaz, Xavier Fernandes, Selina Vaz & Antoneta Vaz.	150.00	
	Total .....	16,122.00	

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 13th January, 1988.

## Notification

No. 22/25/87-RD

Whereas by Government Notification No. 22/25/87-RD dated 4-8-87 published on page 352-353 of Series II, No. 25 of the Official Gazette dated 17-9-87 and in two newspapers (i) Gomantak dated 12-8-87 and (ii) Navhind Times dated 21-8-87, it was notified under section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land specified in the Schedule appended to the said Notification (hereinafter referred to as the said land) was likely to be needed for public purpose, viz. L. A. for const. of Dist. D2 of S. I. P. IIInd Phase Ch. 4.8 Kms to 116.6 Kms Margao City.

And whereas, the Government being of the opinion that the acquisition of the said land is urgently necessary, hereby applies the provisions of sub-section (1) and sub-section (4) of section 17 of the said Act and directs that the Collector appointed under paragraph 2 below, shall, at any time, on the expiration of fifteen days from the date of the publication of the notice relating to the said land under sub-section (1) of section 9 of the said Act, take possession of the said land. Now, therefore, the Government hereby declares under the provisions of section 6 of the said Act, that the said land is required for the public purpose specified above.

2. The Government also hereby appoints under clause (c) of Section 3 of the said Act, the Special Land Acquisition Officer, S.I.P., Margao to perform the functions of the Collector, South Goa District, Margao, for all proceedings hereinafter to be taken in respect of the said land and directs him under section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the Special Land Acquisition Officer, S.I.P., Margao till the award is made under section 11.

## SCHEDE

(Description of the said land)

Taluka: Salcete

City: Margao

P. T. S. No. Chalta No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3
224/ 2 part	Comunidade of Aquem.	3300.00
1 part	Savorito Coalho.	300.00
199/26 part	Comunidade of Margao. T: Laurina Colaso.	4525.00
170/ 3 part	Comunidade of Margao. T: Santan Gomes others.	3332.00
170/ 2 part	Comunidade of Margao. T: Santan Gomes others.	1125.00
170/ 1 part	Anand Parodkar.	3075.00
159/ 2 part	Gajanan Gaoukar.	11263.00
129/ 3 part	Govind Ramnath Kare.	2932.00
129/1/1 part	1. Krishna Narayan Kare. 2. Prabhakar Narayan Kare. 3. Shrinivas Narayan Kare. T: Shamba Devu Naik.	1582.00
119/ 2 part	Constano Lowrence Faleiro. Joaquim Manuel Faleiro.	1963.00
119/1/33 part	— do — T: Andrade Dias.	30.00
1/34 part	Caetano Lourence Faleiro. Joaquim Manuel Faleiro. T: Piedade Gomes.	3.00
1/27 part	— do — T: Augusto Borges.	165.00
119/1/44 part	Caetano Lourence Faleiro. Joaquim Manuel Faleiro. T: Augusto Borges.	225.00
119/1/43 part	Caetano Lourence Faleiro. Joaquim Manuel Faleiro. T: Salvador Gomes.	226.00
1/42 part	— do — T: Piedade Gomes.	50.00
1/41 part	— do — T: Alina Gomes.	80.00
119/1/32 part	Caetano Lowrence Faleiro. Joaquim Manuel Faleiro. T: Andrade Dias.	194.00

	1	2	3
119/1/26 part	Caetano Lowrence Faleiro. Joaquim Manuel Faleiro. T: Salvador Gomes.	118.00	
1/25 part	— do —	100.00	
1/31 part	— do —	318.00	
118/ 2 part	T: Salvador Gomes. Constano Lourence Faleiro. Joaquim Maneal Faleiro.	85.00	
119/124 part	Caetano Lourence Faleiro. Joaquim Manuel Faleiro. T: August Borges.	50.00	
119/1/23 part	Caetano Lourence Faleiro. Joaquim Manuel Faleiro. — do —	38.00	
1/22 part	T: Andrade Dias. — do —	816.00	
1/18 part	T: Rosaria Fernandes.	38.00	
1/16 part	Caetano Lourence Faleiro. Joaquim Manuel Faleiro. T: Alina Gomes.	188.00	
1/15 part	— do —	205.00	
1/14 part	— do —	30.00	
1/13 part	T: Salvador Gomes. Caetano Lourence Faleiro. Joaquim Manuel Faleiro. T: Pedro Pinto.	350.00	
119/1/17 part	Caetano Lourence Faleiro. Joaquim Manuel Faleiro. T: Piedade Gomes.	245.00	
92/5 part	Alberto Noronha Pereira.	866.00	
"/4 part	— do —	115.00	
93/3 part	Carlos Marians Dias. Maria Luis M. Dias. Paulo Mariano Dias.	1500.00	
"/10 part	Sangita Atchut Chodankar.	20.00	
93/2/107 part	Cardoz Marian Dias. Maria Luis M. Dias. Paul Marian Dias. T: Garanio Caetano Dias.	12.00	
93/2/105 part	Cardoz Marian Dias. Maria Luis M. Dias. Paulo Marian Dias. T: Caetano Dias. John Dias. — do —	83.00	
2/38 part	T: John Dias. Caetano Dias. — do —	63.00	
2/33 part	T: Domingo Antonio Dias.	63.00	
93/2/32 part	Cardozo Marian Dias. Maria Luis M. Dias. Paulo Marian Dias. T: Camilo Vincente Dias.	63.00	
2/31 part	— do —	25.00	
2/30 part	T: Andrean Gomes.	2.00	
2/26 part	— do —	4.00	
2/25 part	T: Jose Caetano Gomes.	50.00	
2/24 part	T: Rosario Fernandes. Cardoz Marian Dias. Maria Luis M. Dias. Paulo Marian Dias. T: Custadio Jose Luis Dias.	33.00	
2/17 part	— do —	2.00	
2/16 part	T: Antony Joaquim Dias.	38.00	
2/15 part	T: Carnio Santano Dias.	35.00	
	— do —		
	T: Jose Camilo Dias. Philip Pinto. Anthonio F. Vaz.	200.00	
	Caetano Peidade Vaz.	1150.00	
	Azareto.	2220.00	
	T: Domingo Gomes.	100.00	
	Janardhan Ramchandra Korgaonkar.	500.00	
	Atchut Narayan Chodankar.	900.00	
	— do —	175.00	
	Jose Filip Gomes.	175.00	
	Inacio Gomes.		
	Achut Narayan Chodankar.	300.00	
	Anastacio Gomes.	320.00	
	Caitano Piedade Vaz.	10.00	
	Domingos Piedade Cruz.	5.00	
	Vincento Noronha.	128.00	

1	2	3
48/2 part	Alice Sa De Cruz.	437.00
"/3 part	Not known.	70.00
"/1 part	Indian Bureau of Mines. Government of Indian.	300.00
30/1 part	Jose Almeida.	6400.00
	Total .....	53355.00

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 10th February, 1988.

Notification

No. 22/144/86-RD

Whereas by Government Notification No. 22/144/86-RD dated 30-10-1986 published on page 588-590 of Series II, No. 50 of the Official Gazette, dated 12-3-1987 and in two newspapers (1) Gomantak dated 7-11-1986 (2) Navhind Times dated 10-1-1987 it was notified under section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land, specified in the Schedule appended to the said Notification was likely to be needed for the public purpose viz. Land Acquisition for construction of road from National Highway No. 17 to Ameyawada in Virnora V. P. Pernem Taluka.

And Whereas, the appropriate Government (hereinafter referred to as "the Government"), after considering the report made under sub-section (2) of section 5A of the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to "the said land").

Now, Therefore, the Government hereby declares, under section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also appoints, under clause (c) of section 3 of the said Act, the Deputy Collector (Dev.) Collectorate, North Goa, Panaji to perform the functions of a Collector, North Goa District, Panaji for all proceedings hereinafter to be taken in respect of the said land, and directs him under section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the said Deputy Collector (Dev.) Collectorate, North Goa Panaji till the award is made under section 11.

SCHEDULE

(Description of the said land)

Taluka: Pernem

Village: Pernem

Survey No. Sub. Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3
126/8 part	Raguray V. D. Prabhu. Vishnu G. D. Prabhu. Bhaskar P. D. Prabhu. Atmaram P. D. Prabhu. Naguesh P. D. Prabhu. Ramchandra P. D. Prabhu. T: 1. Raghu P. Sawal Dessai. 2. Loxmon P. Sawal Dessai.	250.00
126/9 part	Sitaram G. Shenoi Dessai. Balchandra R. Shenvi Dessai. Sripad A. Dessai. Sushilabai G. Dessai. Madhusudan K. Dessai. Shivaji M. Dessai. Shivaji J. Dessai. Ratnakar A. Padiyar Dessai. T: Ladu G. Sawal Dessai. Vishram Sawal Dessai. Sahadev Sawal Dessai. Mahadev Sawal Dessai.	600.00

1	2	3
126/10 part	Atmaram P. P. Dessai. Bhaskar P. P. Dessai. Ramchandra P. P. Dessai. Naguesh P. P. Dessai. T: Balkrishna S. Marudkar. Dattaram S. Marudkar. Anant S. Marudkar.	200.00
126/11 part	Sitaram G. S. Dessai. Sushilabhai G. S. Dessai. Balkrishna R. S. Dessai. Sripad A. S. Dessai. Madhusudan K. S. Dessai. Shivaji M. S. Dessai. Shivaji J. S. Dessai. Ratnakar A. P. Dessai. T: Ladu G. Sawal Dessai. Sahadev G. S. Dessai. Vishram S. Dessai.	400.00
126/12 part	Atmaram P. P. Dessai. Bhaskar P. P. Dessai. Ramchandra P. P. Dessai. Naguesh P. P. Dessai. T: Balkrishna S. Marudkar.	125.00
126/13 part	Sitaram G. Shenvi Dessai. Balchandra R. Shenvi Dessai. Sripad A. Dessai. Sushilabai G. Dessai. Madhusudan K. Dessai. Shivaji M. Dessai. Shivaji J. Dessai. Ratnakar A. Padiyar Dessai. Mahadev A. D. Prabhu. T: Balkrishna S. Morudkar.	800.00
126/14 part	Atmaram P. P. Dessai. Bhaskar P. P. Dessai. Ramchandra P. P. Dessai. Naguesh P. P. Dessai. T: Balkrishna S. Morudkar.	60.00
126/15 part	Sitaram G. S. Dessai. Sushilabai G. S. Dessai. Balkrishna R. S. Dessai. Sripad A. S. Dessai. Madhusudan K. S. Dessai. Shivaji M. S. Dessai. Shivaji J. S. Dessai. Ratnakar A. Padiyar Dessai. T: Ladu G. S. Sawal Dessai. Vishram S. Dessai. Sahadev S. Dessai.	230.00
129/1 part	Sitaram G. Shenvi Dessai. Vishram G. S. Dessai. Gopal B. Sawal Dessai. Yeshwant S. Sawal Dessai.	750.00
129/2 part	Sakharam P. S. Dessai. Nilkant D. Sawal Dessai. Radhabal K. S. Dessai. Vasant R. S. Dessai. Shivaji L. S. Dessai. Krishnaji P. D. Prabhu. Vishram G. S. Dessai. Bhaskar S. S. Dessai. Gopal B. S. Dessai. Balkrishna L. D. Dessai. Vishnu Nilkant S. Dessai.	225.00
	North: S. No. 126/8, 9, 10, 11, 12, 13 & 14 and S. No. 129/1 & 2.	
	South: S. No. 126/8, 9, 10, 11, 12, 13, 15 S. No. 129/1, 2.	
	East: Road, N. H. 17.	
	West: S. No. 129/2.	
	Total .....	3640.00

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 9th February, 1988.

Notification  
No. 22/175/87-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for Phase I (Part) portion for Commercial development at Colva junction Margao.

Now, Therefore, the Government hereby notifies, under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will, under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under clause (c) of section 3 of the said Act, the Deputy Collector (S.D.O.) Quepem, Quepem, Goa to perform the functions of a Collector South Goa District, Margao under the said Act in respect of the said land.

5. The Government also authorise, under sub-section (2) of section 4 of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector, South Goa District, Margao.
2. The Deputy Collector (S.D.O.) Quepem, Quepem, Goa.
3. The Member Secretary, Southern Planning and Development Authority, Margao Salcete, Goa.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Deputy Collector (S.D.O.) Quepem-Quepem-Goa for a period of 30 days from the date of publication of this Notification in Official Gazette.

## SCHEDULE

(Description of the said land)

Taluka: Salcete

City: Margao

P. T. Sheet No. Chalta No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3
110/1/6 part	H: Comunidade of Margao. T: Antonio Falicio Fernandes. North: 110-1/6. South: 110-1/6. East: 110-2/1. West: 110-1/5.	88.00
111/1/1 part	H: Comunidade of Margao. T: Luisinho Barreto. North: 111-1/1. South: 111-1/1. East: 111-1/2. West: 110-3/4.	85.00
111/1/2 part	H: Comunidade of Margao. T: Antonio Fernandes. North: 111-1/2. South: 111-1/2. East: 111-1/3. West: 111-1/1.	45.00

	1	2	3	4
110/9/1 part	H: Comunidade of Margao. T: Jose Rebello. North: 110-9/1. South: 110-9/1. East: 110-9/2. West: Nala.			52.00
110/9/5 part	H: Comunidade of Margao. North: 110-9/5. South: 110-9/5. East: 110-10/1. West: 110-9/4.			96.00
110/10/3 part	H: Comunidade de Margao. T: Ritina Barreto. North: 110-10/3. South: 110-10/3. East: 110-10/4. West: 110-10/2.			50.00
		Total .....		416.00

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 10th February, 1988.

## Notification

No. 22/9/87-RD

Whereas by Government Notification No. 22/9/87-RD dated 10-3-87 published on page 96-99 of Series II, No. 9 of the Official Gazette dated 28-5-87 and in two newspapers (i) Herald dated 16-6-83 and (ii) Navprabha dated 2-4-87, it was notified under section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land specified in the Schedule appended to the said Notification (hereinafter referred to as the said land) was likely to be needed for public purpose viz. Land Acquisition for Xelvona Branco of Dist. D1 of S. I. P. in Assolda, Xelvona & Xic-Xelvona Village of Quepem Taluka.

And whereas, the Government being of the opinion that the acquisition of the said land is urgently necessary, hereby applies the provisions of sub-section (1) and sub-section (4) of section 17 of the said Act and directs that the Collector appointed under paragraph 2 below, shall, at any time, on the expiration of fifteen days from the date of the publication of the notice relating to the said land under sub-section (1) of section 9 of the said Act, take possession of the said land.

Now, therefore, the Government hereby declares under the provisions of section 6 of the said Act, that the said land is required for the public purpose specified above.

2. The Government also hereby appoints under clause (c) of Section 3 of the said Act, the Special Land Acquisition Officer, S. I. P., Margao to perform the functions of the Collector, North Goa District, Panaji/South Goa District, Margao, for all proceedings hereinafter to be taken in respect of the said land and directs him under section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the Special Land Acquisition Officer, S. I. P., Margao till the award is made under section 11.

## SCHEDULE

(Description of the said land)

Taluka: Quepem

Village: Assolda

Survey No. Sub. Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3
51/2 part	H: 1. Jealeasto Carvalho. 2. Fiel Carvalho. 3. Hirderlerando Carvalho.	175.00
56/1 part	H: Paixo Fernandes.	830.00
52/6 part	H: Gregorio Fernandes.	475.00

1	2	3	1	2	3
5 part	H: Paixao Fernandes. Gregorio Fernandes. Jeoleusto Carvalho. Fiel Carvalho. Jirderlerando Carvalho.	300.00	44/1 part	H: 1. Comunidade of Assolda. 2. Pandu Vassu Raut Dessai. 3. Ganba Vasu Raut Dessai. 4. Purso Vasu Raut Dessai.	250.00
4 part	H: Jeoleasto Carvalho. Fiel Carvalho. T: Paulo Fernandes.	230.00	45/1 part	H: Balkrishna Govind Raut Dessai.	4160.00
52/1 part	H: Vithoba Babli Prabhu Dessai. Shivaram Shanu Raut Dessai. Krishna Chandru Raut Dessai. Purashottam Nagu Dessai. Nagu Venkatesh Raut Dessai. Comunidade of Assolda. Ismania Narciano Pireficecao Gomes e Rodrigues. Appa Datta Raut Dessai.	7200.00			
2 part	H: Ranu Xanai Assoldekar.	1350.00			
3 part	H: Paixao Fernandes.	3050.00			
53/1 part	H: Vithoba Babli Prabhu Dessai. Shivram Shanu Raut Dessai. Krishna Chandru Raut Dessai. Purashottam Nagu Dessai. Nagu Venkatesh Raut Dessai. Ismania Marciano Pirificacao Gomes e Rodrigues. Appa Datta Raut Dessai. T: Govind Shanu Raut Dessai.	170.00			
53/1 part	H: Vithoba Babli Prabhu Dessai. Shivram Shanu Raut Dessai. Primo Jesus Maria Jose Rodrigues. Krishna Chandru Raut Dessai. Purashottam Nagu Raut Dessai. Gurudas Venkatesh Raut Dessai.	100.00			
40/1 part	H: Shri Satari Devasthan of Assolda.	1200.00			
50/1 part	H: Ramnath Kashinath Raut Dessai.	1985.00			
2 part	H: Ramnath Kashinath Raut Dessai.	2850.00			
41/85 part	H: Ratnakar Vithoba Raut Dessai. Vaikunth Ganesh Raut Dessai. Yeshwant Uttam Raut Dessai. Chandra Laximan Raut Dessai. Zaya Naik. Rama Zingu Raut Dessai. Sada Rama Raut Dessai. Shankar Rama Raut Dessai. Mabhu Rama Raut Dessai. Shaba Chandru Raut Dessai. Prakash Kashinath Raut Dessai. Nanu Shanu Raut Dessai.	140.00			
48/2 part	H: Shri Satari Devalya of Assolda.	75.00			
1 part	H: Zil Balso Raut Dessai. Datta Krishna Raut Dessai. Prakash Kashinath Raut Dessai. Ramnath Kashinath Raut Dessai. Yeshwant Ganaba Raut Dessai.	1450.00			
41/105 part	H: Ramnath Kashinath Raut Dessai.	625.00			
106 part	T: Krishna Chandra Raut Dessai. H: 1. Vasant Ganba Raut Dessai. Vithal Ganaba Raut Dessai. Chandra Ganba Raut Dessai.	625.00			
42/2 part	H: Zil Balso Raut Dessai. Datta Krishna Taut Dessai. Prakash Kashinath Raut Dessai.	1125.00			
1 part	H: Yeshwant Uttam Taut Dessai. Sada Rama Raut Dessai. Chandra Rama Raut Dessai. Zaya Naik.	2775.00			
43/1 part	H: Ratnakar Vithoba Raut Dessai. Shankar Rama Raut Dessai. Vaikunth Ganesh Raut Dessai. Vaikunth Uttam Raut Dessai. Chandra Rama Raut Dessai.	1600.00			
47/10 part	H: Vanitabai Vishwanath Raut Dessai.	120.00			
11 part	H: Govind Xanu Raut Dessai.	975.00			
12 part	H: Shivram Xanu Raut Dessai. 2. Apa Datta Raut Dessai.	750.00			
46/1 part	H: Ramesh Purshotam Raut Dessai. Shiva Rama Taut Dessai. Shivram Xanu Raut Dessai. Bhutto Nagu Raut Dessai. Vithoba Raut Dessai. Vithoba Babli Raut Dessai. Mogabai Bhuto Raut Dessai.	2350.00			
			Tabuka: Quepem	Village: Xic-Xelvona	
			22/1 part	Vinayak Datta Raut Dessai.	10525.00
			25/6 part	Balkrishna Govind Raut Dessai.	1220.00
			H: Vithoba Babli Prabhu Dessai.	Balkrishna Govind Raut Dessai.	
			H: Indira Kashinath Raut Dessai.	Vinayak Datta Raut Dessai.	
			H: Pandu Vassu Raut Dessai.	200.00	
			H: Vasant Ganesh Raut Dessai.	35.00	
			H: Krishna Shiva Raut Dessai.	400.00	
			H: 1. Pandu Vassu Raut Dessai.	525.00	
			2. Ganaba Vassu Raut Dessai.	10300.00	
			3. Purse Vassu Raut Dessai.		
			4. Govind Mallapa Raut Dessai.		
			5. Pundalik Vasant Raut Dessai.		
			6. Balkrishna Govind Raut Dessai.		
			7. Krishna Shiva Raut Dessai.		
			8. Yeshwant Ganesh Raut Dessai.		
			9. Kashinath Datta Raut Dessai.		
			10. Yeshwant Viswanath Raut Dessai.		
			11. Govind Shanu Raut Dessai.		
			12. Shankar Shanu Raut Dessai.		
			13. Echo Porob.		
			14. Vithoba Raut Dessai.		
			15. Anant Soiru Raut Dessai.		
			16. Damu Hari Raut Dessai.		
			17. Ramnath Bhuto Raut Dessai.		
			18. Vithai Goomu Raut Dessai.		
			H: 1. Ganesh Shankar Raut Dessai.	3000.00	
			H: Sagun Krishna Kuraide.	850.00	
			H: Khandes Shambu Raut Dessai.	1000.00	
			Ramesh Krishna Raut Dessai.		
			T: Khandu Shambu Raut Dessai.		
			Crishien Rodrigues.		
			H: Khandu Shambu Raut Dessai.	600.00	
			Ramesh Krishna Raut Dessai.		
			Tabuka: Quepem	Village: Xelvona	
			H: Manuel Julio Fradico da Gonsalves.	1400.00	
			Dharmu Dipu Naik.		
			H: Babani Survey Fatho Dessai.		
			2. Yesso Vanka Fatto Dessai.		
			3. Madhu Manu Fotto Dessai.		
			4. Lokmu Puthu Fotto Dessai.		
			5. Bombo Arjun Fotto Dessai.		
			6. Ramkant Surya Fotto Dessai.		
			7. Kusta Arjun Fotto Dessai.		

1	2	3
16/1 part	H: Rosa Maria Borges. Bernardo Rodrigues. Cristovan Rodrigues. Catelino Rodrigues. Filiciano Rodrigues.	250.00
16/2 part	H: Rosa Maria Borges.	3300.00
15/1 part	H: Chandu Shiva Kuvelkar. Vishwamber Kenkro. T: Kushali P. Naik.	90.00
	Total .....	71890.00

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 4th February, 1988.

Notification

No. 22/173/87-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for improvement and black topping of Sonarwado-Colleandongor road in V. P. Raia (addl. area).

Now, Therefore, the Government hereby notifies, under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will, under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under clause (c) of section 3 of the said Act, the Deputy Collector (S. D. O.) Mormugao, Vasco-da-Gama to perform the functions of a Collector South Goa District, Margao under the said Act in respect of the said land.

5. The Government also authorise, under sub-section (2) of section 4 of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector, South Goa District, Margao.
2. The Deputy Collector (S. D. O.) Mormugao Vasco-da-Gama.
3. The Executive Engineer, Works Division VI (R&B) P. W. D. Fatorda Margao.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Deputy Collector (S. D. O.) Mormugao, Vasco-da-Gama for a period of 30 days from the date of publication of this Notification in Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Salcete

Village: Raia

Survey No. Sub. Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3
23/9	Mrs. Telima D'Souza. North: S. No. 23/9. South: Road. East: S. No. 24/40. West: 20/2.	160.00
	Total	160.00

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 15th February, 1988.

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Public Health Department

Order

No. 13/8/87-II/PHD

Consequent upon the revision of scales of pay by the IV Central Pay Commission, the Government is pleased to prescribe C.H.S. scales of pay to the following teaching staff of the Goa Medical College and the Goa Dental College and Hospital with effect from 1-1-1986 as indicated below:—

Goa Medical College:

- (i) Dean — Rs. 590-200-6700.
- (ii) Professor — Rs. 4500-150-5700.
- (iii) Associate Professor — Rs. 3000-100-3500-125-5000  
(Plus special pay of Rs. 100/- p. m.).
- (iv) Assistant Professor — Rs. 3000-100-3500-125-5000  
(Plus special pay of Rs. 100/- p. m.).
- (iv) Lecturer — Rs. 3000-100-3500-125-5000.

Goa Dental College and Hospital:

- (i) Dean — Rs. 4500-150-5700 (plus special pay of Rs. 300/- p. m.).
- (ii) Professor — Rs. 4500-150-5700.
- (iii) Assistant Professor — Rs. 3000-100-3500-125-5000.

This issues with the concurrence of the Finance Department conveyed vide their u. o. No. 4028 dated 8-10-1987 and No. 67 dated 6-1-1988.

By order and in the name of the Governor of Goa.

L. J. Menezes Pais, Under Secretary (Health).

Panaji, 15th February, 1988.

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Department of Labour

Order

No. 28/2/88-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

L. J. Menezes Pais, Under Secretary (Industries and Labour).

Panaji, 11th January, 1988.

IN THE INDUSTRIAL TRIBUNAL  
GOVERNMENT OF GOA  
AT PANAJI

(Before Shri S. V. Nevagi, Hon'ble Presiding Officer)

Reference No.: IT/40/78

Shri Chandrakant Karmalkar — Wormen/Party I.

V/s

M/s. M. S. B. Caculo and Associates, Panaji. — Employer/Party II.

Workmen/Party I represented by A. Nigalye, Advocate.  
Employer/Party II represented by Shri P. K. Lele, Labour Advisor.

Panaji. Dated: 4/1/1988

AWARD

This is a reference made by the Government of Goa by its order No. IRM/CON/(196)/77/IT-26/78 dated 21st June, '78 which in the schedule annexed thereto reads as follows:

"Whether the action of the management of M/s. M. S. B. Caculo and Associates, Panaji (Goa) in discharging Shri Chandrakant B. Karmalkar, site Supervisor, with effect from 5-4-77 is legal and justified?

If the answer be in the negative, to what relief, if any, is the aforementioned workman entitled to?"

The reference was made at the instance of a worker who is hereinafter referred to as Party No. I and it is against the employer, who hereinafter is referred to as Party No. II. The main grievance of Party No. I/Employee is that he was removed from the services and the notice of termination from service w.e.f. 5-4-77 is neither legal nor justified. This is the main issue in the reference and this Tribunal has to see whether the order of termination is just and proper and whether the Party No. I/Employee is entitled to back wages as well as for reinstatement which is the main prayer made by him. The Party No. II/Employer had terminated the services of the employee after holding a domestic enquiry and after issuing a show cause notice to him and by giving him an opportunity to put forth his say in the matter and at the end of the domestic enquiry conducted by Employer/Party II the charges levelled against the employee were held to have been proved and subsequently the order of dismissal of services w.e.f. 5-4-1977 was served on the employee. The employee who was not satisfied with the order of termination of service approached the Government and the dispute was raised before the Government and the intervention of the Labour Commissioner was sought. The conciliation proceedings ended in failure, and consequently the impugned reference came to be made to this Tribunal with the issue in the schedule as stated above.

After the registration of the case, notices were served on to the parties and the parties have filed their written statements and on going through the written statements my Predecessor found that some additional issues were needed and he framed additional issues for consideration. I shall briefly enumerate the pleadings as well as the issues to understand the crux of the whole matter.

The Party No. II is a construction Company having its Head Office at Panaji and the Construction Company had undertaken a job of road construction at Mayem in Northern Goa which is about 40 to 50 Kms. away from Panaji. The work of construction was being carried by Party No. II with the help of his staff members and Engineers by name Shri Vilas Bangui who was associated with Party No. II as its Chief Engineer between 1968 to 1983. He was looking after the work of road construction and the work was being carried out with the help of the workers including collies etc., and the work in question was on Bicholim Payra Road and the work was being done between December, 1976 till April, 1977. Besides other workers the Party No. I Chandrakant Karmalkar was appointed as a Supervisor and he was mainly supposed to carry out work such as (1) to get work done from the workers; (ii) to submit report regularly every week; (iii) to look after the material at site (iv) to keep material into proper custody and do other supervisory work. According to the Party No. II even though the Chief Engineer was incharge of the road construction, the other work of supervision on the site was being carried by Party No. I and he was a man of total trust at the site. This is the positive case made out by

Party No. II so far as the duties of Party No. I are concerned and so far as Party No. I is concerned he mostly admits the duties assigned to him and also the fact that he was to play the role of a supervisor on the construction site.

Events giving rise to the termination of the services of Party No. I took place on 13-2-1977. The workmen at the end of his work made a report to the Company and he was to hand over all materials including implements of artisan such as pix axes, spades etc., and the material used such as cement, sand, rubbles etc. The dispute is not concerning other materials and the dispute is mainly regarding the cement bags which were entrusted to Party No. I for the road construction work. Some time before, 13-2-77 the Party No. I was entrusted in all with 142 bags of cement. As the work of the road construction progressed, some cement bags were consumed in the work and in all 134 and a half bags were used for the construction work and the balance of 7 and a half bags remained with the Supervisor. The supervisor made his report but he could not produce the 7 and half bags which had remained in balance. When asked to explain on the day of report viz. on 2-4-77, the supervisor simply stated that the bags were missing and did not try to offer any explanation about the circumstances under which the bags were missing. Consequently a Memo was issued to him on 2-4-77 and he gave his explanation on 4-4-77. The employer viz. Party No. II did not find his explanation proper and it was nothing but satisfactory. Hence a Charge sheet was issued to Party No. I on same day i.e. 4-4-77 and an employee of Party No. II by name Shri Devari who was an accountant was appointed as an Enquiry Officer. The Enquiry Officer held a full and thorough enquiry in the matter and submitted his report to the employer stating that Party No. I had misappropriated the 7 and half bags of cement and recommended the necessary action against Party No. I. The Party No. II thereafter on the basis of this enquiry report terminated the services of the Party No. I/Employer w.e.f. 5-4-1977. It is this order of termination of services which has given rise to this reference and the Party No. I/Employee has offered his own explanation about the circumstances under which the 7 and half bags of cement were found missing. The Party No. I, Chandrakant Karmalkar in his written statement dated 26-9-78 makes out a positive case that the cement was stored by him at the work site in open place without providing any watchman or guard to look after and guard the same. The 7 and half bags of cement were found missing on 13-2-77 and it is common ground that the bags were found missing on 13-2-77. About the missing of cement bags the workman states in para 7 of his written statement that the cement was stolen from the site and this information was conveyed by him to the employer through a report same day i.e. on 13-2-77. Hence against the charge of the employer that the employee had misappropriated the cement bags, the employee in his written statement has come forward with positive case by asserting in para 7 that the cement bags were stolen from the site and this fact was reported to the management by a written report on the very day. About the domestic enquiry held and conducted at the behest of the management he states that on 2-4-77 he was served with the Memo making false accusations that he did not return 7 and a half bags of cement which were lying in his custody. According to him, the memo itself indicated that the disciplinary action would be taken against him and his services would be terminated if he failed to show cause and offer explanation about the missing 7 and a half bags of cement. According to the workman this Memo/Letter issued by the management indicated that the management had already decided in advance to terminate the services of the workman. The workman then gave his explanation on the very day and he was asked to be present before the Enquiry Officer at 9.30 a.m. on 5-4-77. Accordingly, the workman presented himself before the Enquiry Officer at the appointed time and date and his statement was recorded. He has signed below the statement recorded by Enquiry Officer on 5-4-77. The Enquiry Officer, Shri S. R. Devari thus made a report to the employer and according to the workman this Enquiry Officer who was an employee of Party No. II was biased against him made a farce of enquiry and it was a hotchpotch enquiry. According to him no witnesses of the employer were examined and the Enquiry Officer held him guilty of misconduct without there being sufficient material on record. Hence in his written statement he vehemently challenges the report of the Enquiry Officer and the proceedings of the domestic enquiry conducted by an employee of Party No. II. He therefore claims that he should be reinstated in the services with full back wages from the date of termination of his services till the date of his reinstatement with the benefit of continuity in service.

As against this the employer/Party No. II in his written statement dated 14th December, 1978 claims in para No. I that the workman demanded the compensation arising out of the termination of his services by the employer but has not demanded reinstatement. According to him the dispute be restricted to the payment of compensation and the Tribunal should see whether this relief be awarded to the applicant. In para 3 it is stated that the appropriate Government had not applied its mind on the matter in dispute and the Government is not entitled to enlarge the scope of the dispute by making a reference of this type. According to Party No. II the appropriate Government enlarged the scope of the dispute by using the word relief instead of the work compensation. In para 7 while giving the history of 7 and a half bags of cement the Party No. II states in para 8 that after the receipt of the report of the workman that 7 and a half bags of cement were missing and upon his failure to produce the cement lying in balance a Memo was issued to him to give his explanation and also a show cause notice was issued to him as to why disciplinary action should not be taken against him. In para 10 and 11 details of the Departmental enquiry are given and the circumstances under which the report of the Enquiry Officer holding the workman guilty of the charge and recommending his dismissal from services was received on 4th April, 1977 and how his services were terminated with effect from 5-4-77. According to the Party No. II due and proper enquiry was held against party No. I by giving him full opportunity and at the end of the enquiry after he was found guilty his services were terminated and while doing so strict legal procedure was followed by Party No. II. Hence, according to Party No. II the Party No. I was dishonest and as it was proved that he has misappropriated the 7 and a half bags of cement, the Party No. II was constrained to accept the findings of the Enquiry Officer to this effect and thus terminated his services as the employer had lost faith in Party No. I/Employee. According to Party No. II the termination of Party No. I from the services is proper and legal and the same does not call for any interference.

Along with the above pleadings there were supplementary statements and the Party No. I has filed a Rejoinder dated 21-2-79 reiterating the same facts and grounds which he has stated earlier. The employer also has filed additional statement on 5-8-80.

With the above pleadings my Predecessor framed the following issues on 12-6-1980.

1. Do the Employer/Party No. II prove that the Reference is bad in Law?
2. Do the Workman/Party I prove that the Enquiry held was no proper and against the principles of Natural Justice?
3. Do the Employer/Party II prove that this action in discharging the Workman/Party I is legal and Justified?
4. Do the Workman/Party I prove that his services were illegally terminated and therefore, he is entitled for reinstatement in service with back Wages and continuity of services?

#### My findings:

1. No. In view of the findings recorded by my Predecessor.
2. If necessary, yes, in view of the findings recorded by my Predecessor on preliminary points.
3. Yes
4. No

#### Reasons:

Upon a scrutiny on the record of this case, I find that my Predecessor has recorded his findings on second preliminary issue, including this issue No. I regarding the reference being bad in law. As stated in the foregoing paragraphs the Party No. II in the written statement had taken a basic objection to the reference in as much as the Party No. II maintained that the workman had asked for mere compensation in the conciliation proceedings before the Government and the point at issue was whether the employee was entitled to "compensation" arising out of the termination of his services by the employer. With this objection the employer had stated that the appropriate Government had not applied its mind before making the reference in as much as the scope of the dispute was enlarged by the Government by making the reference and asking the Tribunal to see whether the employee

is entitled to any other relief which may include "reinstatement". Hence, according to the employer there was no claim for reinstatement and as such the reference was bad in law and this issue did not arise for conciliation. On this preliminary objection the issue No. I was framed and my Predecessor after hearing the parties had passed a preliminary award dated 5-7-1982 wherein he has held that while reporting the failure of the negotiations the Government held that by the letter dated 9-4-77 the workman had demanded his reinstatement in unambiguous terms. Hence, considering this letter and the workman's statement in Court and his subsequent letter dated 8-8-77 my Predecessor was led to believe that the workman had demanded his reinstatement before the employer and as such the reference is not bad in law and the preliminary issue was answered by him in the negative. In view of the findings recorded by my Predecessor I have to answer to issue No. I in the negative, and I have to hold that besides compensation, the workman has claimed reinstatement also.

Issue No. 2; this issue relates to the domestic enquiry and my Predecessor felt that this issue also be treated as preliminary issue and by his preliminary award dated 12-9-83 he has considered the objections of the workman and after going through the enquiry proceedings which are at Exb. - 1 (Colly) he felt that they were not at all satisfactory. According to him, the basic principles of law laid down that there is a presumption of the innocence of the accused till his guilt is proved. According to him in the instant case the burden was put on the workman to prove his innocence and as such the enquiry is held to be bad and not proper. He answers the issue No. 2 in the negative and I have to accept the findings in the circumstances of the case and I record the finding accordingly.

Issue No. 3 & 4: This then brings me to the consideration of the remaining two issues which are incidentally the main issues in the case and they form the crux of the whole matter. I shall sift the evidence thoroughly and see whether the charge of misappropriation of 7 and a half bags of cement is proved against the applicant/Party No. I beyond any reasonable doubt. If this charge of misappropriation is held to have been proved, the question then which would remain for consideration would be whether the punishment of removal from service is just and proper in the circumstances of the case and whether the order dismissing the applicant/Workman from service calls for any interference at the hands of this Tribunal. The two issues are inter-related, so I have taken them up for consideration together and I shall first go through the oral evidence, the facts and events in the time sequence.

Adverting then to the service conditions of the workman it is in evidence that the workman Shri Karmalkar was appointed as a Site Supervisor by the Road Construction Company. This Company undertook the work of Mayem Payra road at site CG-62 sometime in January, 1977. The essential materials such as sand, rubbles, stones and implements like pix axe cowrals, hammers etc., and 140 bags of cement were entrusted to the workman, Supervisor. The Company had taken one room at Mayem which was used by the workman both for residence and for storing the materials of the Company. The important date for consideration is 13-2-1977. On that day at the end of the days work the account of the cement bags consumed was taken by the workman and 14 bags remained with him in balance. As per the Company's instructions he was to report to the Engineer, Vilas Bangui about the progress of work and he prepared a report and submitted the same to Vilas Bangui along with the weekly report. In this report he had referred that he was to give the account of 14 bags of cement out of the total 140 bags which were initially entrusted to him. He could account for only 6 bags. The cement which has spread on the ground was collected and it filled in half bag and hence with the 6 and a half bags forthcoming he had to account for the remaining 7 and half bags of cement, but he was not able to produce those 7 and half bags which fell short or to put in other words they were found missing and workman being incharge of the property rendered himself liable to account for the same. Hence a memo was issued to the worker on 2-4-77 calling upon him to give proper account of the missing 7 and a half bags of cement within 48 hours of the receipt of the memo failing which the employer would be free to take disciplinary action against him. In reply to this memo the workman gave his statement in writing to the effect that he has collected the loose cement measuring about half a bag and that bag is kept by the Peon in the office. He further stated that he had kept the 7 bags of cement in front of his residential house at Mayem and he

and he found that somebody has taken those bags away. Subsequent to this reply dated 4-4-77 he sent one more letter to the employer dated 5-4-77. In this letter he has admitted his mistake in not timely reporting the loss of cement bags and due to his financial position he is unable to recompensate the 7 bags of cement in terms of money. He has assured the employer that he would act with responsibility in future and he should be pardoned for the lapses on his part. It is this letter dated 5-4-77 which forms the crux of the whole matter. In this letter, the workman has admitted in unmistakable terms that he has not acted with responsibility in safe guarding the property of the employer and there was dereliction of duty on his part and because he was not capable financially he was not able to reimburse the 7 bags of cement by paying the money. If this letter is read between lines the workman impliedly admitted that he has misappropriated the 7 bags of cement and it was the mistake on his part in not reporting the matter to the employer in time and he owned the full responsibility for the loss of the cement bags which was a property of the employer entrusted to him along with other implements like stones, sand etc. The letters are at Exb. 3, 4, and 5 and they are considered by me in the chronological order.

While considering other evidences in chronological order, I have to consider his earlier reports which are also self explanatory. The report Exb. I is dated 2-4-77 under the signature of and in the hand of Party No. I. He gives date wise account of the cement consumed for the period between 8-1-1977 to 20-3-1977. It is pertinent to note that this report is regarding the consumption of cement date-wise including the crucial date of 13-2-77. In this report Exb. I it mentions that on 1-2-77, 60 bags of cement were in stock and 7 and a half bags of cement were used on 3-2-77 and 45 and a half bags of cement were used on 9-2-77. If the two figures of the cement consumed are considered together, it will mean that 53 bags of cement were consumed on 3-2-77 and 9-2-77 out of the stock of 60 bags. It means that 7 bags of cement were lying in stock and on 18-2-77 additional 10 bags of cement were received by the worker. It means that in all 17 bags of cement remained with him and after 9-2-77 two bags were consumed on 23-2-77, one bag on 15-3-77, 3 and a half bags on 17-3-77, 2 and a half bags on 18-3-77 3 and a half on 19-3-77. One more bag on the same day and 3 bags on 20-3-77. This would mean that there is an account of 134 and a half cement bags consumed and 7 and a half bags remained in balance as on 2-4-77. The workman himself has made the account at the bottom of the list and after deducting 134 and a half bags from 140 bags of cement 7 and a half bags remained in balance with him as on 2-4-77 on the showing of the workman himself. If this report is to be considered for its face value the story of the 7 and a half bags of cement being stolen or being taken away by somebody behind his back is to be considered with a grain of a caution. If at all the workman who was a supervisor was the whole and sole in the matter of accounting and at least by way of caution when he made his report on 2-4-77, hence I feel that Exb. I is also an important piece of evidence and this Exhibit has to be considered along with Exb. 5 dated 5-4-77 which is the statement made by the workman in writing admitting his guilt and expressing his inability to recompensate the 7 and a half bags of cement which he was unable to produce along with the report — Exb. I dated 2-4-77. Hence the question is whether the Party No. II/Employer acted maliciously after the receipt of the report dated 2-4-77. The Party No. II perhaps felt that the workman had indulged in an unpardonable wrong and disciplinary action was necessary.

Consequently, a show cause notice, Exb. I was issued and served on the workman on 2-4-77 and he was called upon to offer his explanation within 48 hours. The explanation is dated 5-4-77 which I have considered above. The letter of enquiry was entrusted to the Chief Engineer Shri Vilas Bangui — Exb. W-2. He acted as a Chief Engineer and the workman Karmalkar was doing the work of Supervisor under his instructions. The work of the Payra, Bicholim road was completed by the end on March, 1977 and as work was over he asked the workman/Supervisor Karmalkar to bring back all the materials to the stores at Panaji and submit the report — Exb. I on 2-4-77 and he came to know for the first time on 2-4-77 that 7 and a half bags of cement remained in balance and the workman was to account to the same and to produce the same. He simultaneously prepared the report of cement — Exb. 2 and it is under the signature of Party No. I/Workman. According to him this is the first report of this kind which he received on 2-4-77 and at no time before had the workman reported to him about the 7 and a half bags of cement. As the workman was unable to produce the cement bags, his explanation was called for and Exb. E-3 is his explanation. He has countersigned below this statement of the workman which is

subsequently admitted into evidence at Exb. 3. About the place where the material used to be stored, he states that during his inspection of the site he had seen that the materials were kept inside the room which was hired by the Company for storing the goods as well as residence of the Supervisor. This is his evidence in a nutshell.

The next evidence is that of Shri Shripad Divari who is an accountant in the Company and he was appointed as Enquiry Officer in the enquiry to be conducted against the Party No. I/Workman Chandrakant Karmalkar. He has produced the case papers of his enquiry report which are marked as Exb. E- (Colly). According to him the worker had participated in the enquiry and he had not raised any objection in the proceedings. He has recorded his proceedings which is marked as Exb. E-2. He has also produced the statement reportedly made by Party No. I. In his cross examination, he admits that the workman was found guilty on the basis of the statement made by the workman before him. He did deny the suggestion that the workman was pressurised in giving the statement.

As against this, the evidence of Party No. II, there is the evidence of Party No. I, the workman Shri Chandrakant Karmalkar and what he says is important to understand the happenings in their proper sequence. He admits in cross examination that the memo Exb. W-2 was issued to him in the morning of 5-4-77. It was given to him by the Enquiry Officer who had offered to pay him all his legal dues. In his Examination in Chief he simply states how he received the order of termination on 5-4-77 and how he approached the Labour Commissioner and subsequently wrote the letter Exb. W-1 asking for his back wages from the employer. He does not refer to any other documents in his evidence which was recorded on 1-7-85.

However, subsequently he has examined two witnesses Shri Dnyaneshwar Valvaikar and Shri Mahadeo Torsekar on 7-10-85 that is after a lapse of about 3 months. It seems that a new story is developed with the evidence of these 2 witnesses, one of whom is the owner of the room rented by the Company and which was used by Party No. I for storing the materials as well as for residence. The owner who works as a Drill Operator for M/s. Chowgule & Company, Sirigao for 15 years admits that he has to work in the Mines from 6.00 a. m. to 2.00 p. m. or between 2.00 p. m. to 8.00 p. m. depending upon the shift. This witness states that the workman told him in the morning of the next day that some bags of cement were stolen. He does not know the number of bags that were stolen and if the matter was reported to Police. He does not know what steps were taken by the Police to investigate in the matter and whether they had visited his house during the course of investigation. Hence the evidence of this witness is of no use because he does not know anything about the theft or the investigation and he has come to depose that the matter of theft was reported to him by the workman. He does not know the date about the theft which took place and what was the number of bags which were stolen from the room. The other witness Mahadeo Torsekar similarly stated that the workman has told him about the theft sometime after the theft but he does not remember the date on which the theft took place. He does not know how many bags remained on the site after the theft. He simply states that the workman told him that the matter was reported to Police. Hence a careful study of these 2 witnesses shows that the 2 witnesses are brought forward after a lapse of about 8 years to support the theory of the alleged theft. What is important to be noted in this case is that there are documents dated 2-4-77 and 5-4-77 wherein we got a clear picture of the happenings of the first week of April, '77. It has come into evidence that the work at the site for the construction of the road has started in January, '77 and it has ended in March, '77 and the Party No. I/Workman who was the site supervisor was in possession of all materials including implements of artisan required for the road construction. Hence immediately after completion of the work as stated by the 2 witnesses Shri Devari and Shri Vilas Bangui, the workman was supposed to reach the Head Office and to submit his report about the completion of the road construction and as a matter of fact he submitted his report on 2-4-77 which is the account of the cement bags. Therein he admits that he was given 142 bags of cement out of which 134 and a half bags were consumed in the road construction work and a balance of 7 and half bags remained with him and the figure of the balance of 7 and a half bags is worked out by him in his own handwriting and it is under his signature dated 2-4-77 vide Exb. I. This account of the cement bags is the most important piece of evidence in the time sequence, which is to be noted here pertinently that the report does not even refer to any happening on 13-2-77. It is to be further noted

that his report dated 14-2-77 is on record at Exb. E-4. This is a report to the employer made on Monday and there is a reference to what happened to the earlier day viz. Sunday that is 13-2-77. He reports that in the morning of 13-2-77 he went to Dodamarg and met one Sadanand for getting workers on daily wages. He then visited the Saw Mill of one Sawant. This is what this report dated 14-2-77 contains. There is no reference of whatsoever about the cement bags which were missing. Hence if the report Exb. E-4 dated 14-2-77 and the report of Exb. E-1 dated 2-4-77 are studied together it is absolutely clear that nothing had happened on 14-2-77 and on 2-4-77 in his report about the cement bags the Party No. I/Workman had admitted in unmistakable terms that the 7 and a half bags of cement had remained in balance and they were with him. This clearly goes to show that this matter was accountable and it is he who had to explain about 7 and a half bags of cement and we found his explanation in Exb. E-3 which is a report made by him to the employer on 4-4-77. In this report the workman admits that the memo dated 2-4-77 asking him to give the account of 7 and a half bags of cement was received by him on 2-4-77 and in response to it he had filed his explanation Exb. E-3 of 4-4-77 wherein he admits that there was a shortage of 7 and a half bags of cement in the account given by him. While admitting his liability for 7 bags, he further explains that the remaining half bag of cement was kept by the Peon in the Office. He further admits that there was a shortage of seven bags of cement. He further states that the cement bags were kept in the padavi of the room of residence and he found that seven bags were missing. In this statement he does not even refer to the theft or the steps taken by him. He does not even mention the date on which the seven bags of cement were found missing. Hence at least till this statement dated 4-4-77 there is no particular reference to the date namely on 13-2-77 on which date the 7 bags were allegedly stolen. Obviously the employer did not accept this explanation because there was a delay in giving the explanation and consequently the domestic enquiry was held and we know what was the outcome of the domestic enquiry conducted by the accountant of the Company. All the happenings and events have to be taken into consideration to understand the state of affairs.

It is to be noted here that on 2-4-77 and subsequently on 4-4-77 the Party No. I had full knowledge about the accountability of 7 bags of cement which were found short and it was up to him to account for those cement bags by replacing them in kind or by paying the money into the office. This he has not done and this is quite clear from his subsequent statement Exb. E-5, recorded on 5-4-77. In this statement recorded on 5-4-77 the Party No. I/Workman admits in unmistakable terms that he failed to make a report about the shortage of the 7 bags of cement and due to his financial position he was unable to pay the price of cement bags. He, however, assures his employer that such a mistake would not be repeated in future and he should be pardoned for the lapses on his part about the 7 missing bags of cement. It has to be noted there pertinently that this is a statement of Party No. I, himself and it is under his signature. Now, he has come forward to say that this statement was taken under duress. It is not known or told how undue influence was brought to bear on the workman to make such a statement. If there was a threat of criminal prosecution or if the matter was reported to police and if such statement was taken, the position would have been otherwise. As a matter of fact in view of the reports dated on 2-4-77 and 4-4-77; this was a case of criminal breach of trust and the matter was of a cognizable offence. However, the employer has not taken the steps to prosecute the workman and hence it cannot be said that the statement Exb. E-5 dated 5-4-77 was obtained from him under duress. On the contrary there is reason to believe that even till 5-4-77 the workman was under the impression that he would be able to convince his employer about his behaviour in view of the understanding in service and he wanted to assure the employer that such mistake would not be repeated in future and he should be pardoned for the past lapses. This is the thing that can be inferred from the sequence from events and the story about the so called theft appears to be a myth and the workman has admitted after a lapse of 7 years that he had reported the matter of theft to his two friends who have come to the Court by saying that the so called theft was reported to them by Party No. I/Workman. Pausing for a moment here, it has to be stated that if the theft had really taken place on 13-2-77 and if the matter was really reported to the police, the matter of theft, the police will have to take some steps on the first information report lodged with them. There is absolutely no evidence that the matter was reported to police and that the police had investigated into the matter. The witnesses, the

landlord in particular does not state that the police visited the site for drawing any panchanama etc. The absence of police investigation shows that the story about the theft and its being reported to police is an afterthought. Further, if such report was made by him to the police it is the duty of the police to not only to register the offence but to carry out further investigation in the matter and if the culprit is not traceable then the police have to report to the Magistrate to obtain A summary. In the absence of any such report or evidence it has to be presumed that the theory of theft is an after thought and this is the case of entrustment of the 7 bags to the supervisor of the Company and the supervisor will have to account for the 7 bags of cement which were entrusted to him during the course of his duty and work as a supervisor.

At the cost of repetition, I shall enumerate the facts and the different versions action-wise. Admittedly 142 bags were entrusted to the Party No. I/Workman in January, 1977 when the work of Mayem Payra road was undertaken by Party No. II. This is an admitted fact. It is also an admitted fact that on 2-4-77 the Supervisor/Workman submitted the account of 142 bags of cement admitting clearly that 7 and a half bags of cement remained with him. He further added saying that half bag of cement fallen on the ground was collected by him and the peon had taken half bag in the office. After giving the account to the minute detail of half bag, the workman owns the responsibility of the remaining 7 bags. Not only this, but after receiving the charge sheet on 4-4-77 and earlier after receiving the employer's memo dated 2-4-77 asking him to give his explanation within 48 hours; the workman/Supervisor weekly submitted to the proceedings by giving his explanation on 5-4-77 to the effect that there were lapses on his part in returning the 7 bags of cement and due to his financial position and in-capability he was unable to reimburse the same by money. A straight and clear reading of the events goes to show that during the span of 4 days the workman squarely owned the responsibility for the 7 bags which he had apparently misappropriated. In terms of criminal parlance, this amounts to criminal breach of trust viz. criminal misappropriation by a person who is entrusted with a commodity. This would have been a temporary criminal misappropriation had the employee timely paid back the price of the commodity which he had temporarily used for his own use. In that case the matter would have turned to be temporary misappropriation and the lapses on the part of the workman/Supervisor would have been a pardonable wrong and the lapse which could have been condoned by the employer. However, in the instant case the workman not only does not show any repentance, does not offer to reimburse the price of the misappropriated goods but after a lapse of several years he invents a theory that the bags were stolen from the site which is apparently an after thought and the absence of any police record much less than a first information report would show that what he says after several years is a myth and he not only does not repent for his lapses but he has the nerve to justify his action that it was a case of theft. It has to be stated here with clarity that is a case of criminal misappropriation by a person who is entrusted with commodity and this was not an instance of single lapse on his part but as per the evidence of the Company officials there were previous incidents of the workman indulged in the case of barrels etc. In the case of the barrel the workman had reported that they were stolen and he had filed a complaint with Police and the Police started investigation in the matter. Anyway the police case was subsequently withdrawn. However, this shows that the workman knew what to do in the event of a theft and if there was any truth in what he says he would have given a complaint to police on 13-2-1977 itself for drawing Panchanama and call for further investigation. Instead of doing that, he went to Dodamarg on the very day as if nothing had happened. He admits in cross examination that his trip to Dodamarg was not necessary and he would have gone on any other day. This by itself goes to show that no serious incidence had taken place and he did not make any report to the Head Office. No complain to police was made and he went to Dodamarg because nothing had in fact happened. Hence the production of the two witnesses after a lapse of 7 years just to say that the workman/Supervisor had told them about the theft makes no difference so far as the theory of the theft goes and this theory was rightly discarded by the Enquiry Officer and I see no reason why I should differ from the Enquiry Officer who led the delinquent workman guilty of the action which called for penalty of dismissal from service.

On the point of domestic enquiry there is ample caselaw and the consensus of the legal opinion is that the domestic

enquiry should be given due respect unless it is perverse or unless it is held with a biased mind. In this case there is nothing on record to show that the Enquiry Officer was any way biased against the delinquent workman. On the contrary as I have stated in the foregoing paragraphs the statements of the delinquent workman between 2-4-1977 and 5-4-1977 are duly and properly considered by me to hold the delinquent guilty of the charge of misappropriation of the 7 bags of cement. Upon re-appraisal of the same set of evidence, I find that there is no reason why I should come to different conclusion so far as the finding of the domestic enquiry goes. In the instant case the requirements of the domestic enquiry seems to have been substantially complied with namely there is a charge-sheet in as much as memo Exh. - 2 dated 2-4-1977 issued to the delinquent. As observed in Sur enamel V/s their workmen reported in 1963 ILLJ, Page 367 by the Supreme Court "Before proceeding with the domestic enquiry against an offending employee he must be informed clearly, precisely, accurately what the charges are levelled against him and the charge-sheet should set out all charges which the workman is called upon to show cause against. Not only this, but the same should state all relevant particulars without which he cannot defend himself". Following this observation most respectfully, I find in the instant case that there was no ambiguity in the charge and the workman had very well known what he was called upon to explain and the statement given by him on 5-4-1977 is a answer to this. This statement clearly shows that he not only understood the charge but he was called upon to explain the missing 7 bags which were found short. He knew that the 7 bags were entrusted to him and it was his duty to give explanation. He meekly states that the bags were found short and due to his stringent financial position he was unable to reimburse the same and he should be pardoned for the lapses on his part. Hence all the essential requirements of domestic enquiry were duly complied with and the only question is whether the order of relinquishment from service is dis-proportionate to the guilt of the delinquent. I feel that in the instant case the Supervisor was occupying a post of responsibility and similar instances of misappropriation of other commodities had taken place in the past, and for best reason the employer had condoned those acts and according to the employer the last episode was a climax and important commodity like cement was misappropriated by a person who was entrusted with the responsibility of one Unit at Mayem. This is a case of loss of confidence in the servant and the management thought it wise to terminate the services of such an employee who was found guilty of derelictions of his duties. Under the circumstances it has to be noted whether the action of the employer calls for any interference and I shall advert to the contentions made by rival counsels in this regard in the next paragraph.

Shri Nigalye for Party No. I while commenting on the letter of termination of services invited my attention to the word of 'loss of confidence' while taking the action of termination of services of Party No. I/Workman. According to him the term denotes the intention to the employer to retrench the worker from service and this is not the dismissal of service as contemplated under Section 11-A of the Industrial Disputes Act. According to him the provisions of section 2(o)(o) of the Act are attracted because this amounts to retrenchment. I feel that the action does not amount to retrenchment in as much as the condition under which the step of retrenchment is taken by the management is totally absent in this case. The definition of retrenchment was inserted by the Industrial Dispute (Amendment) Act 1953. The definition has to be read with relevant sections in Chapters V-A to V-B. The definition of the term retrenchment is very wide and it is in two parts. The first part lays down what retrenchment means while 2nd part excludes termination of services for certain reasons from the ambit of retrenchment. This is illustrated by Supreme Court in Barsi Light Railway Co. Ltd. V/s. K. N. Joglekar reported in 1957 I. LLJ page 243. Retrenchement is a mode of termination of services. It comprehends termination of service. But termination of service may be brought about by dismissal, discharge, removal from service or even by resignation etc. Hence according to the definition retrenchment means "termination by the employer of the services of a workman for any reason whatsoever otherwise than as a punishment inflicted by way of disciplinary action". This is amply illustrated by Supreme Court in the case of Avon Services (Production Agencies) (P) Ltd. V/s Industrial Tribunal, Haryana, reported in 1979 ILLJ page 1(7). After the provisions regarding retrenchment are considered carefully the action of the management in this particular case does not amount to retrenchment because the intention of the management is

apparently to punish the employee by way of disciplinary action and as such the case falls under section 11A of the Act and what is relevant for consideration is whether there was a domestic enquiry and whether proper procedure was followed or not. I have already dwelt upon this aspect in the foregoing paragraphs and I have held that the domestic enquiry was proper. It has to be noted that the Industrial Dispute Act nor the rules thereunder prescribe any procedure to be followed by employers for domestic enquiry for investigating the misconduct of delinquent industrial employee. Hence as observed by the Division Judge of Allahabad V/s State Uttar Pradesh reported in Lab. I. C. page 1434 while judging the evidence led before such a domestic enquiry, it is not open to the Court to apply a strict standard. Considering these observations of the Division bench, I have to note here that evidence led before the domestic enquiry and subsequently in the court has to be considering by the Court cumulatively to see whether there is wrong appreciation of evidence. Small things are magnified to pose them as serious defaults and court has to see what was the behaviour and conduct of the delinquent during the relevant period under enquiry. I have already discussed this aspect and I find that the conduct of the delinquent was anything but trust-worthy. While evidence between 1-4-77 to 5-4-77 was posed against him way back in 1977 he has kept quite till 1984 and for the first time he has produced a note book Exh. W-1 containing the duplicate of the report to point out that on 13-2-77 he had made a report to the employer and the theft was reported. It is not explained why this book was kept back for the number of years and why questions were not put to the witnesses of the employer when they were in the box. It is to be noted that this book W-1 is produced at the end of the trial when the other two witnesses of the workman were to enter the witness box. Much more comments are not needed on this aspect. It may suffice to note that this note book or the so called report do not deserve consideration in view of the consistant evidence which is led against the workman and in view of his admission as regards the account of the cement bags Exh. E-2 and the request for pardon Exh. E-5 by admitting his guilty. Hence the so called evidence brought forth after lapse of 7 years cannot be said to be trustworthy and it cannot be taken into consideration on the face of consistant evidence which I have discussed above. It is clearly brought out on record that the workman could not produce the balance bags namely the 7 cement bags, the shortage of which was reported to the employer on 2-4-1977. His explanation Exh. E-3, dated 4-4-1977 was found unsatisfactory resulting in the issuance of a memo to him i.e. charge sheet was issued to him and in the enquiry conducted thereunder the workman gave a statement on 5-4-1977 which is self explanatory.

According to Shri Nigalye for Party No. I there is no charge of misappropriation of cement bags in the termination notice. I do not think so. The reference to the inability of the workman to produce the 7 bags of cement means there is a charge of misappropriation and such an employer who has lost the confidence from the employee cannot ask reinstatement. Shri Nigalye has relied on the observations of Supreme Court in the case reported in 1985 Lab. Cases page 1225. He relies on the observations in para No. 9. However, in the same ruling there are observations which go against Party No. I and I feel that this ruling does not come to the aid of Party No. I but on the contrary case of Fire Stone reported in 1973(I)NLJ Page 278 applies to the facts of the present case and in para 34 and 36 it is held that when there is loss of confidence there is the order of dismissal and it is not retrenchment but this is punitive action i.e. workman is dismissed by way of penalty as contemplated by section 11A of the Act. This court while studying this aspect has to see whether the dismissal was wrong and whether the delinquent was guilty of the conduct with which he was charged. I am satisfied upon a careful examination of the record and evidence that the services of the workman were legally terminated and he is not entitled for reinstatement in the services with back wages and continuance in service. Consequently I hold that the

action of the employer/Party No. II in charging the workman/Party No. I is legal and justified, and the same does not call for any interference. I, therefore, answer issue No. 4 and 3 accordingly and pass the following order:

**ORDER**

The termination of the services of the workman by the employer is held to be legal and justified and workman is not entitled to the relief of reinstatement in service with back wages and continuity of service. There shall be no order as to costs. The reference is answered accordingly.

S. V. Nevagi  
Presiding Officer  
Industrial Tribunal

Order

No. 28/44/83-ILD

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Hira Film Exhibitors, Cine Metropole, Margao and their workmen represented through the Goa Shops and Industrial Workers' Union in respect of the matter specified in the Schedule annexed hereto (hereinafter referred to as the 'said dispute');

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, Daman and Diu at Panaji-Goa, constituted under section 7-A of the said Act.

**SCHEDULE**

"Whether the action of the management of M/s. Hira Film Exhibitors, Cine Metropole, Margao, in terminating the services of (1) Shri Shaikh Nizam, Booking Clerk from 13-9-1983, (2) Shri Alfred Lewis, Door Keeper from 26-9-1983, (3) Shri Prakash Satarakar, Door Keeper from 25-9-1983 and (4) Shri Hanumant Jamuni, Door Keeper from 24-9-1983 is legal and justified?"

If not, what relief the workmen are entitled to?"

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Industries and Labour).

Panaji, 11th February, 1988.

Order

No. 26/10/87-ILD

Whereas the managements of M/s. Wallace Pharmaceuticals Ltd. and M/s. Leukoplast (INDIA) Ltd. (hereinafter called as the 'said managements') have submitted for approval of the Government, the notice of periods of work for adults in Form 18 as required under rule 116 of the Goa, Daman and Diu Factories Rules, 1985 and have given jurisdiction for having overlapping shifts;

And whereas the Government of Goa is satisfied with the justification given by the said managements supported with an agreement with the union accepting the arrangement of overlapping shifts.

Now, therefore, in exercise of the powers conferred by sub-section (2) of Section 58 of the Factories Act, 1948 (Central Act LXIII of 1948), the Government of Goa hereby exempts M/s. Wallace Pharmaceuticals Ltd. and M/s. Leukoplast (INDIA) Ltd. from the provisions of sub-section (1) of Section 58 of the said Act, subject to the following conditions: — namely

- (i) the workers of each relay shall wear a badge of distinct colour which will identify the worker of one relay from that of the other;
- (ii) the colour of the badge to be worn by the workers of each relay shall be specified in the notice of periods

of work for adults required to be displayed and correctly maintained under sub-section (1) of section 61 of the Act, 1948 and in the copies of the notice to be sent to the Inspector under sub-sections (9) and (10) of section 61 of the said Act;

(iii) a flag or light having the same colour as that of the badge to be worn by the workers of any relay actually at work shall be displayed during the time of actual working of one or more relays in the department concerned;

(iv) each worker engaged in the work carried on by means of overlapping shifts shall be in possession of an identity card. The identity card shall be supplied to the worker by the factory management free of cost and shall bear the photograph of the worker, his full name, signature or thumb impression and visible identification mark and the signature of the manager,

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Industries and Labour).

Panaji, 15th February, 1988.

Order

No. 28/41/87-ILD

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Goa Resistors Private Limited, Collem and their workmen represented through the Goa Trade and Commercial Workers' Union in respect of the matter specified in the Schedule annexed hereto (hereinafter referred to as the 'said dispute');

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter called the 'said Act'), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, Daman and Diu at Panaji-Goa, constituted under Section 7-A of the said Act.

**SCHEDULE**

"What should be the revision of pay scales/wages in respect of workmen employed in Goa Resistors Private Limited, Collem, and from what date such revision should come into effect?"

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Industries and Labour).

Panaji, 19th February, 1988.

Order

No. 28/42/87-ILD

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Goa Antibiotics and Pharmaceuticals Limited, Tuem, Pernem, Goa and their workmen represented by Goa Trade and Commercial Workers' Union in respect of the matter specified in the Schedule annexed hereto (hereinafter referred to as the 'said dispute');

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter called the 'said Act'), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, Daman and Diu at Panaji-Goa, constituted under section 7-A of the said Act.

**SCHEDULE**

"Whether the action of the management of M/s. Goa Antibiotics and Pharmaceuticals Limited, Tuem, Pernem-

Goa, in terminating the services of Shri Bharat Gadekar, Skilled Worker Trainee, with effect from 2-3-1987 is legal and justified?

If not, what relief the workmen is entitled to?"

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Industries and Labour).

Panaji, 19th February, 1988.

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Law (Establishment) Department

Notification

No. 1/ADM/TRI/88/F.71

In exercise of the powers conferred by Regulations 3 and 9 of the Goa, Daman and Diu Administrative Tribunal Regulations 1971 and in supersession of all earlier Notifications to this effect, the Chairman of the Administrative Tribunal hereby reconstitutes the following Benches with immediate effect which would sit on the days and hours noted against them:

BENCH No. I

(Tuesday and Thursday — from 10.30 a.m. to 1.15 p.m.)

1. Shri M. Raghuchander — Chairman.
2. Shri M. M. Lal — Member.
3. Shri N. Rajashekhar — Member.

BENCH No. II

(Wednesday and Friday — from 10.30 a.m. to 1.15 p.m.)

1. Shri M. Raghuchander — Chairman.
2. Shri H. L. Thlamuana — Member.
3. Shri N. Rajashekhar — Member.

BENCH No. I — will hear the following matters:

- (a) Appeals, Revision Applications, Fair Rent Revision Applications and Other Applications under the Goa, Daman and Diu Buildings (Lease, Rent and Eviction) Control Act, 1968.
- (b) Revision Applications u/s 19(5) of the Goa, Daman and Diu (Abolition of Proprietorship of Lands in Diu) Act, 1970.
- (c) Revision Applications u/s 12-C(5) of the Daman (Abolition of Proprietorship of Villages) Regulation, 1962.
- (d) Appeals under the Goa, Daman and Diu Administration of Evacuee Property Act, 1964.
- (e) Appeals, Applications and Election Petitions under the "Regulamento das Mazanias".

(f) Appeals, Applications and Election Petitions under the Code of Comunidades.

(g) References relating to the Election Disputes under Section 144 T of the Maharashtra Cooperative Societies Act, 1960 as in force in the Territory of Goa, Daman and Diu.

(h) Admission, Stay Applications, Review Applications and other Miscellaneous Applications incidental to the above matters.

(i) Any other matters which may be specifically allotted by the Chairman for disposal.

BENCH No. II — will hear the following matters:

(a) Appeals and Revision Applications under the Goa, Daman and Diu Mundkars (Protection from Eviction) Act, 1975.

(b) Appeals and Revision Applications under the Goa, Daman and Diu Agricultural Tenancy Act, 1964.

(c) Appeals and 2nd Appeals under the Goa, Daman and Diu Land Revenue Code, 1968.

(d) Appeals, 2nd Appeals and References under the Goa, Daman and Diu Sales Tax Act, 1964.

(e) Appeals under the Goa, Daman and Diu Barge Tax Act, 1973.

(f) Appeals under the Goa, Daman and Diu Irrigation Act, 1973.

(g) Appeals under the Goa, Daman and Diu Debt Relief Act, 1980.

(h) Appeals under the Goa, Daman and Diu School Education Act, 1984.

(i) Appeals and Revision Applications/Petitions under the Goa, Daman and Diu Municipalities Act, 1968.

(j) References relating to Election disputes u/s 52(5) of the Goa, Daman and Diu Municipalities Act, 1968.

(k) Appeals under Article 661 of Reforma Administrativa Ultramarina, against the Resolution of Municipalities.

(l) Appeals/References under Article 661 of Reforma Administrativa Ultramarina.

(m) Admission, Stay Applications, Review Applications and other Miscellaneous Applications incidental to the above matters.

(n) Any other matters which may be specifically allotted by the Chairman, for disposal.

The Chairman further directs that the matters which were already heard and are pending for Judgment shall be disposed off by the same Members who heard them.

M. Raghuchander, Chairman Administrative Tribunal.

Panaji, 18th February, 1988.